FILED
DEC 20 2007
OFFICE OF THE CLERK
SUPREME COURT, U.S.

(2)

No. 07-347

IN THE

Supreme Court of the United States

Pamela Pratt, *Pro Se*
Petitioner

v.

Sandra Pratt, Executor, Estate of
Dolores Ligon, 04PR 625,
Respondent

On Petition for A Writ of Certiorari
To The Supreme Court of the State of Colorado

PETITION FOR REHEARING

Miss Pamela J. Pratt, ***pro se***
(no mail delivery service)
P.O. Box 333
Victor, CO 80860-0333
(719) 689-2784 work

QUESTION FOR REHEARING

1) $10,400 buys a lot of bandages, so Medicaid Hardship waiver money should not be used to pay for attorney fees. All the lawyers in the Yellow Pages said my Medicaid Hardship waiver would not cover their costs, so I am still forced to represent myself. If I were to receive a refund for that $10,400 today, I would use it to hire an attorney to enforce my wages due. The Probate court took my money but did not call me with the copy of the Will I requested. The receipt is copied into Appendix A.

LIST OF PARTIES

(1) My sister Sandra Pratt is the executor of my mom's estate, which went to pay her outstanding Medicaid bill. When the State seizes an estate in order to pay Medicaid, theyl must also send a letter to heirs who may qualify for a hardship waiver. The Supreme Court of Colorado denied by petition to have the State of Colorado return my sister's lawyer fees taken out of my Medicaid hardship waiver instead having the attorney paid out of the original estate. The Court of Appeals fixed half the problem, but the Colorado Supreme Court denied my demand to correct the lawyers' fee. The U.S. Supreme Court denied my petition for a writ of certiorari November 26, 2007. The Clerk returned my Rehearing Petition for a word count certificate and a font correction.

(2) The trial court (Probate) took my $15 four (4) months ago, but has not called me back.

(3) If you need an attorney in the State of Colorado, you'd better have more money than I have. I understand that the U.S. Supreme Court has jurisdiction over the State of Colorado regarding lawyer's fees, especially in light of the intervening circumstances of a substantial or controlling effect not previously presented, which is the lack of response from the trial court in Appendix A. If I receive that $10,400 as the result of this Petition For Rehearing, I would like to hire an attorney, since I received an email from my boss's ex-wife. The point is that the State of Colorado has not stepped up to the plate, but the good news is that there is now an Al-Anon meeting in Victor!

STATEMENT/ARGUMENT FOR REHEARING

The following is what we suffer from in Colorado because of untoward lawyers' fees:

> RE: Hello again from Pam at the Red Shed
> Standard HeaderFull Message View
> Sulyn Wallace
> <Sulyn@coloradolawyers.net>
> ViewMonday, December 17, 2007 2:55:30 PM
> To:Pamela Pratt
> <prattpamela@yahoo.com>
>
> Pam,
>
> This need not really be a mess if persons involved stand by their committments. [sic] Although I drafted the Separation Agreement for Mike so he would not have to spend money or time to have it done by someone else, Mike revised it three times and everything he wanted was incorporated into the Agreement. The court has no mercy in these situations for persons who misrepresent themselves financially and make false promises. I have been doing divorce work for almost 20 years, so I do know a bit about how the divorce courts work in Colorado. His financial situation is the same as when he signed the Separation Agreement and the Court will expect him to stand by his

promises to me financially, which he has not done.

Mike stated to me that he wanted to live alone and on the edge, in order to experience all the surprises that life had yet to offer him. He is not living alone and has not lived alone since he left me last March. He had you firmly in place as a partner before he ever announced leaving the marriage. Did he not realize that I was seeing this then? He is, however, living on the edge and experiencing the surprises that he wanted badly enough to leave me. I am in support of him getting his new life and all the adventure that he said he wanted that goes along with it. If he has changed his mind about living on the edge with surpirises, [sic] it is too late, and a court magistrate will tell him so. Lucky for him that God sent you to help him. He told me when he left our marriage that he no longer wanted a relationship that involved assistance from anyone, accountability, responsibility or any financial entanglements. He wanted to be free to run like an animal in the woods, he said. So, I question whether you are doing him any favors by taking care of him, counseling him about his financial affairs, cleaning his houses, providing labor on the Red Shed, etc. - this is not what he really wants, and he will resent you in the end.

There will be no profit from the Stover house because Mike had an $88,000 lien placed on the house by Stillwater Financial so that he could borrow more money from Stillwater for the Spicer house. Stillwater will take the profits. The credit card debt was to be paid off with the Spicer profits. Now you tell me that that will not be likely, since he has promised you the Spicer profits and that it may let it go into forclosure. [sic] How will you get paid your back wages? He has misrepresented payment to you for your labor. He told me and others that you had agreed to provide your labor in exchange for a place to live, expecting no money from him. So it is apparent that your labor will be reimbursed by the pleasure you receive from being his personal maid, nurse and laborer - enjoy.

I know not about 225 Sixth Avenue issues. I signed nothing regarding the Lowell Thomas House, so this arrangement with me being on the title to the house must have taken place between Mike and Noel. If you and I own the Red Shed/Lowell Thomas together now, then we will need to work with the issues at the time it sells.

The divorce is over. I am out of Mike's life, as he wanted, and with the settlement that he desired and requested at the time. I do not wish to

communicate with you further as his advocate. I am disgusted that he has resorted to using you as his voice. You obviously enjoy being his caretaker and he enjoys having you do so. You both deserve, in sobriety of course, all the happiness that your lives in Victor can bring to you. I wish you both only the best. I am done with this mess. He wanted to be alone and have a new life, and I granted him that according to his terms of settlement, with nothing but goodwill. Now it is my turn to structure my new life and to do so without being harrassed [sic] by him or by you. Is his vertigo so bad that he needs you to do his bidding with me in addition to being his personal maid, counselor, legal advisor, cook and toilet washer? Can he no longer speak for himself? He is receiving what he asked for in his new life adventure. We must all be careful what we ask for in life. You may wish to re-think what you have signed on for in your new life with Mike Wallace, unless of course you are receiving the joy and fullfillment [sic] you desire with him. Be sure to relay my best wishes for the holidays to Mike since he is unavailable for me to communicate with him directly. Love in Sobriety, Su

Hello from Pam at the Red Shed
Standard HeaderFull Message View
Pamela Pratt <prattpamela@yahoo.com>

ViewThursday, December 13, 2007
11:25:26 AM
To:Sue Wallace
<sulyn@coloradolawyers.net>

Dear Sue,

I'd like to set your mind at rest about the Quit-claim deeds filed recently. I have worked for Mike for the past 5 months without pay, since he needed help making the Red Shed habitable and I really like this kind of work.

There is no water/sewer hookup, no electrical hookup, and the rest of the Red Shed is barely salvage. Noel and Mike were using it as a storage shed. However, since the Stover house and the Spicer house have not sold, Mike is trying to fix the Red Shed enough to live in, and I've been helping him because I'm able to do it. It will be his only asset, and will be quite primitive.

Mike has bouts of vertigo which puts him in bed for days. I've driven him to the doctor twice, and they cannot help him. Mike likes to think he's young, but his years have caught up with him. I'm trying to teach him to take care of himself, but find myself acting as his nurse pretty often.

Since your divorce, I've hoped this relationship will not cause you grief,

since Mike really needs the help -- and I really need the job.

So the deal is that I have my name on the Red Shed in exchange for wages due, and that if Spicer sells for a profit, he can pay me. If not, I have the right to free rent until I find another job or until he no longer needs me.

Sorry for the confusion about the properties. We had to put my name on both of them in order to get my name on the Red Shed. The Teller Clerk's office wrote me a letter stating that fact. I am a working person and cannot work for free, and I hope you understand this. Because the lady across the street (where Noel ate Thanksgiving dinner) wants to buy the Lowell Thomas house, Lorna said that we needed to divide the properties. Annie Kennedy has the same mortgage company as Noel -- Washington Mutual -- and so the sale should go easily.

In order to separate the properties, Mike needed Noel's signature on the survey -- and it was Noel's suggestion that the properties be quit-claimed to make the division possible, so he didn't have to come back up here to sign again for that. Noel is working these days, as you know. Mike and Noel said that they trust me -- I have worked for Mike every day for over two years. I thought you trusted me too, after I worked on your Stover house for a

week when you were there.

As soon as the properties are divided, Noel will be the owner of the Lowell Thomas house again until Annie and he close the sale, and I will be the owner of the Red Shed until I make other plans with Mike. Those documents are already filed making Noel the owner of the Lowell Thomas house again, although they won't show up that way until the properties are divided. That's what the letter from the Clerk's office told me. I can send you a copy if you want. The Red Shed is 15R 31VICTOR ORIGINAL, and the Lowell Thomas house is 12R 31 VICTOR ORIGINAL. Honestly, I'm just here to help.

So I'm sorry about the confusion, and hope that you will be able to help with the sale of the Lowell Thomas house by taking your name off that property. It was an honest mistake not to know your name was on it before -- we only found out when we went to file the deed. Please feel free to ask me any questions at all, but know that Mike is worried about all this and wishes that I didn't write to you, so please keep this email confidential between us. Love in Sobriety, Pam Pratt

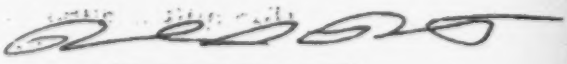
CONCLUSION

So I'm still in the same situation as when that Medicaid hardship estate waiver was granted, and the burden is on me to continue to respond, and Your Honors are the end of this road. The trial court has not responded to their duty (Appendix A), and Your office has the authority to correct the lawyers' fees problem in the State of Colorado if Colorado courts are not willing to do it themselves. The trial court magistrate stated this fact in the Certified Record copied into my brief, and Medicaid money should not go to pay lawyers since $10,400 in attorneys fees buys a lot of bandages.

CERTIFICATE OF GOOD FAITH

I, Pamela Pratt, swear that that this Petition for Rehearing is restricted to intervening circumstances of a substantial or controlling effect not previously presented and that it is presented in good faith and not for delay. I also swear that the contents herein are true to the best of my knowledge.

Soberly Yours,



DATE: January 4, 2008

Pamela J. Pratt
P.O. Box 333
(no mail service delivery here)
Victor, CO 80860
(719) 689-2784 work

APPENDIX A

Transaction:
8/29/2007 2:46 PM DLH TL042201
District Court, El Paso County
PO Box 2980
270 S. Tejon
Colorado Springs, CO 80901
719-448-7599
Payor: PAMELA PRATT
Case #: 2007CV-009008
ADMINISTRATIVE CASE,
VS
EL PASO COMBINED COURT
RCP # 200/CV-009008-0271

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Description	Amount
Search of Records (Off Site)	15.00

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Receipt Total $15.00
Amount Tendered $15.00
Change Due . . . . . $.00
Payment Type . . . . . CASH
Account Receivable Due $0.00

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retrieve file from archives n/o Rita Ligon